

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Tegucigalpa May 13, 1947, with text of agreement  
supplementing and extending agreement of May 5 and 8, 1942<sup>1</sup>  
Entered into force May 13, 1947; operative from May 1, 1947  
Program expired June 30, 1960*

61 Stat. 3114; Treaties and Other  
International Acts Series 1646

*The Minister of Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

NATIONAL PALACE

TEGUCIGALPA, D.C., May 13, 1947

No. 3439

SIR :

In accordance with Clause XIII of the EXTENSION AGREEMENT relative to the extension of the Cooperative Health and Sanitation Program established by the Government of Honduras and the Institute of Inter-American Affairs, signed in this city of Tegucigalpa on May 9 last, in two copies, each written in English and in Spanish, I have the honor to send you the present note, informing you that the Government of Honduras approves the said Agreement, the text of which in Spanish is as follows:

### EXTENSION AGREEMENT

Relative to the extension of the Cooperative Health and Sanitation Program drawn up by the Government of Honduras and the Institute of Inter-American Affairs.

The present Agreement is concluded between the Government of Honduras, represented by Lic. Cecilio Colindres Zepeda, Under Secretary of State in charge of the Departments of the Interior, Justice, Health and Social Welfare of Honduras (hereinafter called "the Minister") and the Institute of Inter-American Affairs, which is an incorporated agency of the Government of the United States of America (hereinafter called the "Institute") represented by Dr. Marcus H. Flinter, Head in Honduras of the Health and Sanitation Section of the Institute (hereinafter called "Head of the In-

<sup>1</sup> TIAS 1557, *ante*, p. 940.

stitute”) for the purpose of recording the extension of and amendments to the Cooperative Health and Sanitation Program, established in accordance with the Agreement concluded between the Institute and the Government of Honduras on July 8, 1942,<sup>2</sup> and amended through the exchange of notes between the Executive Vice President of the Institute and the Minister of the Interior, Justice, Health and Social Welfare, of April 19, 1944.<sup>3</sup> (Both agreements hereinafter called the “Basic Agreement”).

#### CLAUSE I

Both Parties agree and declare that the Basic Agreement shall hereby be extended for an additional period of 14 months, from May 1, 1947 until June 30, 1948, and amended by the Clauses hereinafter set forth.

#### CLAUSE II

The financial obligation of the Institute contracted under the Basic Agreement shall be considered to have been met by the contribution to the program of \$800,000 in American currency, materials, supplies and equipment of all kinds. Furthermore, the financial obligation of the Government of Honduras contracted under the Basic Agreement shall also be considered to have been fulfilled by the contribution of the equivalent in Lempiras of \$300,000 American currency.

#### CLAUSE III

The Institute shall continue to be represented in Honduras by a group of employees and experts known as the “Field Party of the Institute of Inter-American Affairs in Honduras” under the direction of the Head of the Institute, who shall also continue to discharge the duties of Director of the *Servicio Cooperativo Interamericano de Salud Pública* [Inter-American Cooperative Public Health Service] (hereinafter called the “SCISP”) for the period included in the present Extension Agreement.

#### CLAUSE IV

In addition to the funds required as a contribution of the parties in conformity with the Basic Agreement, the Cooperative Health and Sanitation Program shall also be financed during the period established by the present Extension Agreement as follows:

A. The Institute shall deposit \$25,000 in the Bank of Honduras to the account of the SCISP in May 1947.

B. The Government of Honduras shall deposit in the Bank of Honduras to the account of the “SCISP” the sum of 250,000 Lempiras (or the equiv-

<sup>2</sup> TIAS 1557, *ante*, p. 942.

<sup>3</sup> TIAS 1557, *ante*, p. 954.

alent in American currency of \$125,000 figured at the present exchange rate of 2 Lempiras per American Dollar) as follows:

In May 1947 . . . . .	150,000	Lempiras
In October 1947 . . . . .	100,000	"
Total . . . . .	250,000	"

C. The Institute may withhold from the deposit stipulated in Clause IV-A the amounts considered necessary by the Minister and the Head of the Program to pay for the purchase in the United States of materials, supplies and equipment in addition to other expenses connected with the execution of the Program. All the funds withheld by the Institute for such purposes shall be considered as on deposit under the terms of Clause IV-A, but, if the latter are not spent or pledged for such purposes, they shall then be deposited in the Bank of Honduras to the order of the SCISP at any time mutually agreed upon between the Minister and the Head of the Institute.

D. The dates for making deposits in conformity with the stipulations in Clauses IV-A and IV-B may be changed in accordance with the requirements of the Program, through a written agreement between the Minister and the Head of the Institute.

E. Contributions, in addition to those mentioned in Clauses IV-A and IV-B, may be received by the SCISP from any source and spent by that organization in the same manner as other funds for the use and purposes of the Cooperative Health and Sanitation Program.

F. Any of the funds or property acquired by the SCISP which are not spent, used or pledged at the end of the period specified in the present Extension Agreement shall remain the property of the Government of Honduras and shall continue to be used for the purposes of the Cooperative Health and Sanitation Program in such manner as may be agreed upon in writing between the Ministry and the Head of the Institute.

#### CLAUSE V

The Cooperative Health and Sanitation Program shall continue to be developed through individual projects. Each project shall be contained in a project agreement which shall be mutually accepted and signed by the Minister, the Director of the SCISP and the Head of the Institute. Each project agreement shall define the nature of the work to be done, the assignment of funds therefor, the personnel responsible for carrying out the work and any other matter which the Contracting Parties desire to specify.

#### CLAUSE VI

The procedures and methods established and in use at the present time for the operation of the SCISP, in conformity with the amended Basic Agreement, shall continue to be applied in the operation of the SCISP during

the period established by the present Extension Agreement. The Director of the SCISP, with the approval of the Minister of Health, shall draw up the pertinent budget, assigning for each project the funds and expenses necessary as well as the pay of the employees, except those appointed by the Institute for each fiscal year.

#### CLAUSE VII

The books, records and accounts of the SCISP shall be open at all times to inspection by the representatives of the Government of Honduras and of the Institute. The Director of the SCISP shall make reports to the Government of Honduras and to the Institute as often as the Minister and the Head of the Institute require.

#### CLAUSE VIII

All materials imported for the work activities of the SCISP shall be brought into the country free of customs duties and of any other official tax or charge. Whenever possible, the SCISP shall use for carrying out the work only materials and tools produced in the country.

#### CLAUSE IX

All employees of the SCISP, with the exception of those assigned to the SCISP by the Institute, shall be appointed, engaged and discharged by the Minister of Health, upon recommendation of the Director of the SCISP. The salaries and expenses, including traveling expenses of North American personnel of the Institute of Inter-American Affairs employed in Honduras, shall be paid by the Institute and not from the funds assigned to the SCISP.

#### CLAUSE X

All projects carried out under this contract shall be the exclusive property of the Government and the people of Honduras.

#### CLAUSE XI

For the purposes set forth in the present Agreement, the Government of Honduras accepts and recognizes the Institute as an incorporated agency of the Government of the United States of America and, therefore, the property and funds belonging to the Institute shall remain, among other things, exempt from all import or export taxes, tariffs, fees and other charges.

#### CLAUSE XII

The Minister, the Head of the Institute and Director of the SCISP shall be empowered to delegate their authority, prerogatives and functions to representatives duly appointed and elected by them.

## CLAUSE XIII

This Extension Agreement shall enter into effect upon completion of the exchange of diplomatic notes concerning the Cooperative Health and Sanitation Program between the Ministry of Foreign Relations of the Government of Honduras and the Embassy of the United States of America in Honduras or on the date of conclusion [of the Extension Agreement] if such notes have been previously exchanged. The Basic Agreement shall remain in full force and effect for the purpose of extending the Cooperative Health and Sanitation Program except as it may be amended or if it is in conflict with this Extension Agreement.

IN WITNESS WHEREOF, the parties here present have caused this Extension Agreement to be concluded by their duly authorized representatives, in duplicate, in the English and Spanish languages, at Tegucigalpa, Honduras, this ninth day of the month of May, 1947.

For the Government of Honduras  
CECILIO COLINDRES ZEPEDA

For the Institute of Inter-American Affairs  
MARCUS H. FLINTER

Pending Your Excellency's reply, which, if it is favorable, will complete the exchange of notes provided for in Clause XIII of the Extension Agreement for the latter to enter into effect, I am happy to renew to you the assurance of my distinguished consideration.

SILVERIO LAÍNEZ

The Honorable JOHN B. FAUST,  
*Chargé d'Affaires ad interim of the  
United States of America.  
American Embassy.*

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*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

TEGUCIGALPA, HONDURAS, May 13, 1947

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 3439 of today, concerning the Extension Agreement for the Health and Sanitation Cooperative Action Program of the Institute of Inter-American Affairs with the Government of Honduras signed in Tegucigalpa on May 9, 1947.

Your Excellency's note incorporates the text of the Extension Agreement,

states that it has the approval of the Government of Honduras, and indicates that it will become effective upon exchange of the diplomatic notes referred to in Clause XIII.

By direction of my Government, I have the honor to inform Your Excellency that it approves the Extension Agreement as signed by Mr. Cecilio Colindres Zepeda on behalf of the Government of Honduras and by Dr. Marcus H. Flintner on behalf of the Institute of Inter-American Affairs. Consequently, it is now in full force and effect.

Please accept, Excellency, the assurances of my most distinguished consideration.

JOHN B. FAUST  
*Chargé d'Affaires ad interim*

His Excellency

DR. SILVERIO LAINEZ,  
*Minister for Foreign Affairs,  
Tegucigalpa, D.C.*